



Page: 1

**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No./N° du contrat
3516716

Standing Offer No./Supply Arrangement No.
No de l'offre à commande/No arrangement en matière d'approvisionnement
SA/AMA: E60ZT-180028/039/ZT

Period of Contract (M/D/Y) - Période du contrat (M/J/A)

From/Du: 04/25/2018 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total Total
			22,000.00 CAD	2,860.00 CAD	24,860.00 CAD

Issuing Office Address - Adresse du bureau d'origine

**INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6**

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

**ETHELO DECISIONS INC
107-131 WATER ST
VANCOUVER BC V6B 4M3
CANADA**

Contact - Personne-ressource

Eric Poirier

Telephone - Téléphone

613-948-6348

Contact - Personne-ressource

Telephone - Téléphone

[REDACTED]

PROJECT TITLE - TITRE DU PROJET

Proposal Evaluation for S.C. Challenge

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Enoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera à l'entrepreneur à l'égard de l'exécution des travaux conformément à l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sauf indication contraire à l'annexe "D".

British Columbia

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

PEETS, GERARD

Signature

APR 24 2018

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK, JENNIFER

Signature

24 April 2018

Date

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

April 26, 2018

Signature

Date

Canada



Call-up against a Standing Offer /
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d'approvisionnement

Contract No /N° du contrat
3516716

Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

TERMS AND CONDITIONS

TO THE SUPPLIER

The Individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must apply provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient time in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Canada



Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /N° du contrat
3516716

Appendice A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures.

Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur.

L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

Canada



Infrastructure Canada

Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Page: 4

Contract No /N° du contrat
3516716

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6
Email/Courriel:

Basis of Payment

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone # 1

Description :

Jury Stage: Ethelo will be provided for a two-week run-up process for jury participants to discuss and evaluate the candidate applications, and then again for a two-day in-person workshop on May 19-20. During the in-person workshop, Ethelo will be used for a two-stage evaluation process; the first stage will see three groups shortlist 12 applicants each; the second stage will see those 36 applicants shortlisted to 20. Ethelo will provide a person to be on call remotely for the two days of the Jury workshop.

Generalist Process: Ethelo will be used by INFCA staff to separate the applicants into top/middle/bottom thirds to facilitate the work of the Jury, using a similar instance as that used by the jury. This Generalist process will happen in parallel with the two-week run-up process of the Jury. All or some of the results of the Generalist Process may or may not be shared with the Jury

Expert Process: Ethelo may or may not be used for this stage, time depending. Either way, the results of the expert evaluations will be made available for the 3rd and 4th stage

Delivery date : May, 04, 2018

Firm all-inclusive Price : \$17,000.00

Milestone # 2

Description: Final Shortlist: Ethelo will be used to select the final winners from the shortlisted finalists.

Delivery date : February 2019

Firm all-inclusive Price : \$5,000.00

Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 22,000.00 Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes,

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3516716

modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

Direct Deposit (Domestic and International);

Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
a copy of the monthly progress report.

2. Invoices must be distributed as follows:

The original be forwarded to the following address for certification and payment.

Eric Poirier : eric.poirier2@canada.ca

Canada



**Call-up against a Standing Offer /
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Contract No /Nº du contrat
3516716

Appendix C - Appendice C Statement of Work - Énoncé des travaux

Background

It has decided to use a multi-stage multi-criteria decision-making process for this evaluation, drawing upon juries, experts and internal staff for different roles.

Ethelo's role will be to channel and focus the intelligence of these participants to enable them to efficiently and accurately identify the best applicants.

The timelines for the engagement project are pressing, with the first Jury stage launched by the end of May 2018 and concluding by late May 2018.

Business Requirements

The platform is required to help participants evaluate, discuss and rate as many as 200 different applications and supporting documents, using up to 15 criteria on a granular grading scale.

Different instances of the platform will be required for different stages of the project. The platform will allow participants to discuss and vote on different applicants, and will generate results that can be seen in real-time or saved until the end.

Deliverables:

The Ethelo platform will be configured for criteria-based evaluation of the granting applications. These evaluative exercises will happen in four stages:

1. **Jury Stage:** Ethelo will be provided for a two-week run-up process for jury participants to discuss and evaluate the candidate applications, and then again for a two-day in-person workshop on May 19-20. During the in-person workshop, Ethelo will be used for a two-stage evaluation process; the first stage will see three groups shortlist 12 applicants each; the second stage will see those 36 applicants shortlisted to 20. Ethelo will provide a person to be on call remotely for the two days of the Jury workshop.
2. **Generalist Process:** Ethelo will be used by INFC staff to separate the applicants into top/middle/bottom thirds to facilitate the work of the Jury, using a similar instance as that used by the jury. This Generalist process will happen in parallel with the two-week run-up process of the Jury. All or some of the results of the Generalist Process may or may not be shared with the Jury.
3. **Expert Process:** Ethelo may or may not be used for this stage, time depending. Either way, the results of the expert evaluations will be made available for the 3rd and 4th stage.
4. **Final Shortlist:** Ethelo will be used to select the final winners from the shortlisted finalists.

Languages

The Ethelo system can be presented in French and English languages in separate instances. Smart Cities is responsible for providing content, including translations. The administration panel will only be provided in English, and is not accessible by participants.

Registration

Participants will be required to register using an email and password to participate in the Ethelo Platform. This gives participants the flexibility to receive updates on their comments and receive the final results. Ethelo does not use the email for any other purpose.

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement
Moderation**

Contract No./N° du contrat
3516716

The Ethelo platform provides functionality for participant self-moderation and for Smart Cities to actively moderate the discussion. Data Availability, Integrity & Confidentiality Bids will be divided and distributed among assessors by using separate instances of Ethelo. Each assessor will be responsible for the assigned bids and will have access to the scoring functionality only for the bids assigned to them.

During the scoring period, assessors will be able to collaborate and discuss the bids amongst themselves in a collaborative and social media-like setting. The final scoring will take place in a secured and segregated manner.

Once the evaluation and scoring period ends and the bids have been evaluated and scored the environment will be locked. Scores will be locked and will not be able to be changed by anyone.

INFC Ethelo Administrators will have access to view the final scores for all bids and will be able to generate and export the data in a CSV format.

Reporting

Ethelo will provide a custom report in English for each stage showing the group's evaluation and ranking of the bids with criteria-based analysis and results.

Canada



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Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement

Contract No /Nº du contrat
3516716

**Appendix D - Appendice D
Supplementary Conditions - Conditions supplémentaires**

RESULTING CONTRACT CLAUSES

Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;

Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex C

Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Period of the Contract

The period of the Contract is from date of Contract to March 31st 2019 inclusive.

Authorities

The Contracting Authority for the Contract is:

Name: Jennifer Hendricks
Title: Manager, Procurement Services
Infrastructure Canada, Corporate Services Branch
Address: 180 Ken Street, Ottawa, Ontario
Telephone: 613-960-6334
E-mail address: jennifer.hendrick2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be

Canada



**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Contract No./N° du contrat
3516716

The Project Authority for the Contract is:

Name: Gerard Peets
 Title: Director
 Organization: Smart Cities Challenge Directorate
 Address: 427 Laurier, 10th floor
 Telephone: 613-948-6328
 E-mail address: gerard.peetscanada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Contractor's Representative

[REDACTED]
 @ethelo.com
 Ethelo Decesion Inc.
 107-131 Water Street
 Vancouver, BC
 V6B4M3 CAN

Certifications and Additional Information

Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex C, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List (if applicable);

Canada


**Infrastructure
Canada**
**Call-up against a Standing Offer /
Contract against a Supply Arrangement
Commande subséquente à une offre à commande /
Contrat suite à un arrangement en matière
d'approvisionnement**

Contract No /N° du contrat
3516746

Standing Offer No./Supply Arrangement No.
No de l'offre à commande/No d'arrangement en matière d'approvisionnement
SA/AMA: E60ZT-180025/240/ZT

Period of Contract (M/D/Y) - Période du contrat (M/J/A)

From/Du: 05/15/2018 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl taxes Valeur précéd. Taxes incl.	Incl./Excl. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Value révisée	Tax Amount Montant de la taxe	Total
			21,900.00 CAD	2,847.00 CAD	24,747.00 CAD

Issuing Office Address - Adresse du bureau d'origine

**INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6**

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

**LISA CORMIER & ASSOCIATES
3-2 COLUMBUS AVE
OTTAWA ON K1K 1R3
CANADA**

Contact - Personne-ressource

Isabelle Lozano

Telephone - Téléphone

613-960-9506

Contact - Personne-ressource

[REDACTED]

Telephone - Téléphone

[REDACTED]

PROJECT TITLE - TITRE DU PROJET

Senior Leadership Development Consultant

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguités, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera à l'entrepreneur à l'égard de l'exécution des travaux conformément à l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:
Unless specified otherwise in appendix "D".
Le contrat est administré selon les lois en vigueur dans la province suivante:
Sous indication contraire à l'annexe "D".

Ontario

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

LOZANO, ISABELLE

Signature

Date

MAY 14 2018

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

LOZANO, ISABELLE

Signature

Date

May 8, 2018

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor affirms and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the prices setout therefrom.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérées dans ce document, les biens et/ou les services

énumérés au prix indiqué dans le document.

Signature

Date

May 15, 2018

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror may remove PROTECTED information or assets from the work site(s) as required by this Contract/Standing Offer/Supply Arrangement, but is NOT AUTHORIZED TO SAFEGUARD MATERIAL OVERNIGHT. The Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List, attached at Annex "B";
 - b. *Industrial Security Manual* (Latest Edition).

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of May 15, 2018 to March 31, 2019.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick
Title: Manager, Procurement Services

Organization: INFC
 Telephone: 613-960-6334
 E-mail address: jennifer.hendrick2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: Isabelle Lozano
 Title: Executive Assistant
 Organization: INFC
 Telephone: 613-960-9506
 E-mail address: isabelle.lozano@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

[REDACTED]

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$21,900.00 Customs duties are excluded and Applicable Taxes are extra.

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List
- (e) the Contractor's bid dated March 26, 2018

ANNEX "A"

STATEMENT OF WORK

Title:

Leadership and Management Consultation and Coaching

Objective:

Increasing leadership capacity within the Branch.

Background:

Management staff within the Policy and Results Branch is motivated to develop a common "vision" for building an engaged and resilient culture to work efficiently toward achieving results through in depth leadership and management coaching.

Tasks:

- Design and deliver various interventions aimed at impacting the Branch in terms of building management and leadership skills;
- Gathering information and conducting consultations, interpreting results and designing interventions that will support the adoption of practices and directions that support the Branch.

Deliverables:

Deliver [REDACTED] of consulting services as follows:

PHASE 1:

- Meet with management team [REDACTED]
- Meet with individual senior managers [REDACTED]
- Design and conduct two focus groups [REDACTED]
- Conduct a leadership culture survey [REDACTED]
- Analyze results and conduct separate de-briefings with senior executives and the management team [REDACTED]
[REDACTED]

PHASE 2:

- Design, coordinate and facilitate a branch retreat for 60 people [REDACTED]

PHASE 3:

- Recommend further activities such as 360 feedback assessments team coaching , or one-on-one coaching, and develop a work plan, schedule and proposed approach
[REDACTED]

- Delivery of the selected activities [REDACTED]

CONCLUSION:

- Provide final conclusion at the end of the three phases [REDACTED]

Travel:

N/A